

LICENSE AGREEMENT/TERMS OF USE

PREAMBLE

This License Agreement/Terms of Use (“Agreement”) is by and between BackflowSim, Inc., a California corporation (“Licensor”), and the person or entity who has purchased the Software (defined below) to use as a non-exclusive license (“Licensee”). This Agreement is effective as of the date that Licensee first begins downloading or using the Software, whichever is earlier, and shall continue for so long as Licensee uses the Software; provided, however, that certain provisions hereof shall survive any termination to the extent they are intended to protect Licensor’s rights hereunder. By downloading or using the Software, Licensee agrees to be bound by this Agreement. If Licensee does not agree to be bound by this Agreement, then Licensee should not download or use the Software.

RECITALS

WHEREAS, Licensor has developed a computer-simulated program for training individuals in testing backflow prevention assemblies (“Software”).

WHEREAS, Licensor owns the intellectual property rights in the Software and is willing, on a non-exclusive basis, to license those rights to Licensee.

WHEREAS, Licensee wishes to acquire a non-exclusive license for the purposes of downloading and/or using the Software.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

License

1. Under this Agreement, Licensor grants to Licensee a non-exclusive and non-transferable license (“License”) to use the Software.
2. The term “Software” includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.

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6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Any failure to comply with any of the terms under this section will be considered a material breach of this Agreement.

License Fee

8. The purchase price paid by Licensee will constitute the entire license fee and is the full consideration for this Agreement.

Limitation of Liability

9. The Software is provided by Licensor and accepted by Licensee “as is”. The liability of Licensor will be limited to a maximum of the original purchase price of the Software. Licensor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by Licensee arising out of the use or failure to use the Software.
10. Licensor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of Licensee.

11. Licensor does not warrant that use of the Software will be uninterrupted or error-free. Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Representations and Warranties

12. Licensor represents and warrants that it is the copyright holder of the Software. Licensor warrants and represents that granting the License is not in violation of any other agreement, copyright or applicable statute.

User Support

13. No user support or maintenance is provided as part of this Agreement.

Termination

14. This Agreement will be terminated and the License forfeited where Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, Licensee will promptly destroy the Software or return the Software to Licensor.

Force Majeure

15. Licensor will be free of liability to Licensee where Licensor is prevented from executing its obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where Licensor has taken any and all appropriate action to mitigate such an event.

Governing Law

16. The parties to this Agreement submit to the jurisdiction of the courts of the State of California for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of California.

Miscellaneous

17. The foregoing preamble and recitals are incorporated into and made a part of this Agreement.
18. This Agreement can only be modified in writing signed by both Licensor and Licensee.
19. This Agreement does not create or imply any relationship in agency or partnership between Licensor and Licensee.

20. Any headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Any words in the singular mean and include the plural and vice versa.
21. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
22. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Any representations that may have been made by any party to this Agreement may in some way be inconsistent with this Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
23. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon parties' respective successors and assigns.

Notices

24. All notices to the parties under this Agreement are to be provided at the following email addresses, or at such addresses as may be later provided by email or in writing:

Licensor:

contact@backflowsim.com

Licensee

(email as provided by licensee when choosing free or paid plans or registering)

**PRIVACY NOTICE
FOR
BACKFLOWSIM.COM**

This privacy notice discloses the privacy practices for our website (backflowsim.com). This privacy notice applies solely to information collected by our website, and it will notify you of the following:

1. What personally identifiable information is collected from you through our website, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your information.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in your information.

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We are the sole owners of your information collected on our website. We only have access to/collect information that you voluntarily give us via email or other direct contact with you. We will use your information to, among other things, respond to you regarding the reason why you contacted us and, unless you ask us not to, to contact you via email in the future to inform you about new products or services or changes to this privacy notice. We will not sell or rent your information to any third party. We will not share your information with any third party other than as necessary (e.g., to ship an order to you per your request) or as otherwise disclosed in this privacy notice.

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We use “cookies” on our website. A cookie is a piece of information stored on a website visitor’s hard drive to help us improve a visitor’s access to our website and identify repeat

visitors to our website. For example, when we use a cookie to identify you, you would not have to log in with a password more than once, thereby saving time when you visit our website. When we use a cookie, it is not linked to any personally identifiable information on our website. Some of our business partners may use cookies on our website (such as advertisers). However, we have no access to or control over these cookies.

Your Access to and Control of Your Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us at contact@backflowsim.com:

- See what information that we have about you.
- Have us correct any information that we have about you.
- Have us delete any information that we have about you.
- Express any concern that you have about our use of your information.

Security

We take precautions to protect your information. When you submit sensitive information via our website, it is protected both online and offline.

When we collect sensitive information from you (such as credit card information), it is encrypted and transmitted to us in a secure way. You can verify this by looking for the “lock icon” (in the address bar on your web browser), and looking for “https” at the beginning of our website address (again, in the address bar on your web browser).

When we collect sensitive information from you, we also protect it offline. Only those employees who need your information to perform a specific task (such as billing or customer service) are granted access to personally identifiable information. The servers in which we store personally identifiable information are kept in a secure environment.

Other Websites

Our website contains links to other websites. Please be aware that we are not responsible for the content or privacy practices of these other websites. We encourage you to be aware when you leave our website and to read the privacy notices of any other websites that collect personally identifiable information.

If you feel that we are not abiding by this privacy notice, then you should contact us at contact@backflowsim.com.